

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of March 31st, 2017 between T R Properties, Inc. ("Landlord") and [REDACTED], (Tenant).

1. PREMISES. Landlord hereby leases to Tenant 1794 Virginia Avenue, Martinsville, Va. 24112 (the "Premises") Post office Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease ("the Initial Term") shall be a period of 12 months commencing on April 1, 2018, (the "Lease Commencement Date") and terminating on March 31, 2019. Tenant may extend the Initial Term for 1 extension term(s) of 12 months (each) (each an "Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of \$7200.00 ("Rent"). Monthly installments of Rent equal to \$600.00 shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to n/a with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's check made payable to T R Properties Inc. P.O. Box 3565, Martinsville, VA. 24115.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use of [REDACTED] (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. All utilities shall be paid by the tenant.

6. Common Area Maintenance (CAM). Lessor shall maintain the common areas in good order, condition, and repair. Beginning on the commencement date, Lessee shall reimburse the Lessor for Lessee's proportionate share n/a of the following direct costs paid by Lessor in connection with the maintenance and repair of the common areas: maintenance of existing landscaping including mowing, utility charges for lighting of the parking, service and access areas, sweeping, snow removal and re-stripping of the parking, service and access areas; and repairs of the parking area lights and light standards.

7. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the exterior building walls, foundation, and roof. Tenant shall regularly maintain in first-class condition the interior of the Premises, the plumbing, electrical, heating, and air conditioning systems [with quarterly service], all Tenant signage, and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises. Tenant shall maintain loading area.

8. Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

9. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord and in compliance with all Federal, State, and County laws and ordinances.

10. Default. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

(a) If Tenant shall fail to pay any payment of Rent when due;

(b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;

(c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;

(d) An Event of Bankruptcy (as defined below); or

(e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

11. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

12. Insurance. Landlord shall furnish fire and liability insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured there under, and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission of Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

13. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

14. Damage. If the Premises or Center is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then Landlord shall diligently restore and repair the Premises and the Center to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account

the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Center. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises an/or the Center was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

15. Holding Over. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of this Lease, then Tenant shall become a tenant from month to month, and the rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above, or the monthly rent, if any, set forth in Paragraph 3 for any Extension Term that otherwise would have commenced upon the expiration of the Lease. Unless and until Landlord shall accept any payments of Rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises.

16. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Center, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect sign at his own expense within 60 days of commencement of Lease.

17. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

18. Subordination; Attornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recastings, or refinancings thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

19. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages, and compensation.

20. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$ 300.00. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlords shall have appropriated to satisfy and default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply, or retail all or any portion of the security deposit for the payment of Rent, any other sum as to which Tenant is in default, or amount Landlord may spend or

become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

21. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgement against Landlord, the sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgement.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(f) Brokers. Landlord and Tenant each warrants that in connection with this Lease it has not employed or dealt with any broker, agent, or finder other than N/A. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any other broker, agent, or finder employed by Tenant or with whom Tenant has dealt.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at [REDACTED] or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secure by the Center requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modification are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD:

T R Properties, Inc.


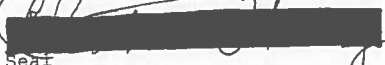
BY:  (SEAL)

Christine Harvey, Vice President

TENANT:

 (SEAL)

Notary


Seal 

(SEAL)

Date 4-5-18

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of October 1st, 2022 between T.R. Properties, Inc. ("Landlord") and [REDACTED] ("Tenant").

1. PREMISES. Landlord hereby leases to Tenant 1906 Virginia Ave. (Bay N), Henry County, Va. (the "Premises") Post office Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease ("the Initial Term") shall be a period of 60 months commencing on October 1, 2022, (the "Lease Commencement Date") and terminating on September 30, 2027 or on such date as this Lease is sooner terminated. Tenant may extend the Initial Term for 1 extension term(s) of 12 months (each) each an "Extension Term" by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. RENT. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of \$ see Exhibit A ("Rent"). Monthly installments of Rent equal to see Exhibit A shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to to be negotiated with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's checks made payable to T.R. Properties P.O. Box 3565, Martinsville, VA 24115.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use of Pawn Shop - Deluxe Pawn LLC (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. All utilities shall be paid by the tenant except water and sewer which will be paid to Landlord at **\$8.00 per month. **Or current Henry County Public Service Authority charges. Tenant shall arrange and pay for trash removal.

6. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the exterior building walls, foundation, and roof. Tenant shall regularly maintain in first-class condition the interior of the Premises, to include all ceilings, walls, and floors, the plumbing, electrical, heating, and air conditioning systems, all Tenant signage, and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises.

6A. Common Area Maintenance. Landlord shall maintain the common areas in good order, condition, and repair. The common areas shall mean the paved (or concrete) driveways, parking areas, service areas, and exterior sidewalks. Tenant shall reimburse Landlord for common area maintenance in the amount of \$60.00 per month.

7. Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

8. Subletting and Assignment. Tenant shall not assign, transfer,

mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord.

9. **Default.** The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

(a) If Tenant shall fail to pay any payment of Rent when due;

(b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;

(c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;

(d) An Event of Bankruptcy (as defined below); or

(e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for: (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

10. **Bankruptcy.** An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

11. **Insurance.** Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured thereunder, and shall deliver to Landlord on an annual basis certificate of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses, actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission of Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

12. **Liability of Landlord.** Landlord, its agents and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any

damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

13. Damage. If the Premises or Center is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then landlord shall diligently restore and repair the Premises and the Center to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Center. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises and/or the Center was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

14. Holding Over. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of this Lease, then Tenant shall become a tenant from month to month, and the rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above, or the monthly rent, if any, set forth in Paragraph 3 for any Extension Term that otherwise would have commenced upon the expiration of the Lease. Unless and until Landlord shall accept any payments of Rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises.

15. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Center, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the Landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect sign at his own expense within 60 days of commencement of lease.

16. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

17. Subordination; Antornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recasting's, or refinancing's thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such

attornment.

18. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use (or purpose or sold under threat of such a taking or condemnation (collectively, "condemned")), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages and compensation.

19. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$1000.00. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlords shall have appropriated to satisfy any default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply, or retain all or any portion of the security deposit for the payment of Rent, any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

20. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgement against Landlord, the sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgement.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(g) Brokers. Landlord and Tenant each warrants that in connection

with this Lease it has not employed or dealt with any broker, agent, or finder other than n/a. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any other broker, agent, or finder employed by Tenant or with whom Tenant has dealt.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at [REDACTED] or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secured by the Center requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modifications are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD:

TENANT:

T R Properties, Inc.

By: [REDACTED] _____

Christine Harvey, President

Deluxe Pawn LLC

Witness

By: [REDACTED] _____

Jeese Spicer

October

Date

SECOND ADDENDUM TO LEASE AGREEMENT
Exhibit A

THIS SECOND ADDENDUM is attached to and made a part of that certain Lease Agreement dated as of the 1st day of October, 2022 (the "Lease") by and between TR Properties, Inc. ("Landlord") and Jesse Spicer DBA/ Deluxe Pawn LLC ("Tenant"). Unless the context otherwise requires, the terms used in this Addendum shall have the same meanings as provided in the Lease.

Landlord and Tenant desire to supplement the terms and conditions of the Lease and the Exhibits thereto. To the extent any provision in this Addendum is inconsistent or in conflict with any of the terms or conditions set forth in the Lease or the Exhibits thereto, this Addendum shall govern and control and the Lease and the Exhibits thereto shall be deemed to be modified accordingly.

The following changes/additions should be considered a part of the original lease agreement:

The rent for years 1-5 will remain at their current rate of One thousand nine hundred Seventy Three Dollars and Thirty Seven Cents (\$1973.37).

LANDLORD:

TR Properties, Inc.

By: 

Christine Harvey, President

TENANT:

By: _____

Deluxe Pawn LLC

October 10, 2022
Date

By: 

Jesse Spicer

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into on November 5, 2021 ("Effective Date"), between T R Properties, Inc., a corporation ("Landlord"), and [REDACTED] a Delaware limited liability company ("Tenant").

Landlord and Tenant hereby agree as follows:

ARTICLE 1. GRANT OF LEASE

1.1 Landlord hereby leases to Tenant the real property located at 1836 Virginia Avenue, Martinsville, VA 24112 as more particularly described on Exhibit A attached hereto, together with any improvements located thereon, including the entire building consisting of approximately 4,500 square feet of space ("Building") and an adjacent surface parking lot for use of Tenant and its invitees, subject to easements and restrictions of record (collectively, the "Premises").

1.2 Included as part of the Premises, Tenant shall have the non-exclusive right to use all parking areas located at the Premises.

1.3 Notwithstanding the foregoing, prior to the Commencement Date (as defined below) Tenant shall have the right, at Tenant's sole cost and expense, to cause the Building to be measured using the American National Standard method for measuring area in buildings, as described in the pamphlet entitled "BOMA 2017 for Office Buildings: Standard Methods of Measurement" published by the Building Owners and Managers Association. Such measurement of the actual square footage of the Building shall be used for all purposes under this Lease. No portion of the parking lot or exterior of the Premises shall be included in such measurement.

ARTICLE 2. CONTINGENCY; TERM OF LEASE

2.1 Tenant's rights and obligations under this Lease shall be contingent upon the final approval and receipt of all federal, state and local licenses, permits, certificates and other approvals reasonably required for Tenant's intended use, as determined by Tenant in its sole, reasonable discretion (collectively the "Approvals"). Immediately upon execution of this Lease, Tenant shall, at its sole cost, make good faith, reasonable efforts, with which Landlord shall reasonably cooperate, to obtain the Approvals; provided, that Tenant shall be under no obligation to immediately seek any Approval which, due to its nature, regulatory prerequisites, or the then-current status of Tenant's operations, cannot reasonably be obtained until a

time subsequent to the Commencement Date. If at any time after the Commencement Date Tenant determines that it is unable or unlikely to obtain any Approval, Tenant shall have the right to terminate this Lease by providing written notice to Landlord effective immediately upon receipt of such notice by Landlord, and neither Party shall have any further rights or obligations hereunder.

2.2 The term of this Lease shall commence on _____ (the "Commencement Date") and shall continue for 66 Lease Months (as defined below) thereafter, unless terminated or extended as provided herein ("Initial Term"). Tenant shall pay no Rent (as defined below) prior to the Commencement Date. "Lease Month" means a calendar month beginning on the Commencement Date and at the beginning of each calendar month thereafter; however, if the Commencement Date is a date other than the first day of the month, then the first Lease Month will begin on the first day of the month following the Commencement Date.

2.3 Provided Tenant is not then in default, Tenant shall have the option to renew this Lease for up to two additional periods of 60 Lease Months each (each a "Renewal Term"). Tenant may exercise this option with respect to each Renewal Term by providing written notice to Landlord of Tenant's intent to renew the Lease at least 120 days before the expiration of the Initial Term or applicable Renewal Term. The Initial Term and all exercised Renewals Term are collectively referred to as the "Term."

ARTICLE 3.

PAYMENT OF RENT; SECURITY DEPOSIT

3.1 Subject to any adjustment arising from a measurement of the Building pursuant to paragraph 1.3 above, Tenant shall pay Landlord the following amounts as base rent ("Base Rent") during the Initial Term:

Lease Months	Annual Rent Per Square Foot	Monthly Base Rent
1 - 6	\$0.00	\$0.00
7 - 66	\$6.67	\$2,500.00

3.2 Subject to any adjustment arising from a measurement of the Building pursuant to paragraph 1.3 above, Tenant shall pay Landlord the following amounts as Base Rent during the first Renewal Term, if any:

Lease Months	Annual Rent Per Square Foot	Monthly Base Rent
67 - 78	\$6.77	\$2,537.50
79 - 90	\$6.87	\$2,575.56

91 - 102	\$6.97	\$2,614.20
103 - 114	\$7.08	\$2,653.41
115 - 126	\$7.18	\$2,693.21

3.3 Subject to any adjustment arising from a measurement of the Building pursuant to paragraph 1.3 above, Tenant shall and hereby agrees to pay Landlord the following amounts as Base Rent during the second Renewal Term, if any:

Lease Months	Annual Rent Per Square Foot	Monthly Base Rent
127 - 138	\$7.29	\$2,733.61
139 - 150	\$7.40	\$2,774.61
151 - 162	\$7.51	\$2,816.23
163 - 174	\$7.62	\$2,858.47
175 - 186	\$7.74	\$2,901.35

3.4 This Lease refers to Base Rent and all other amounts payable by Tenant to Landlord collectively as "Rent." Rent during the Term shall be due and payable in equal monthly installments in advance on the first day of each month, to Landlord at the address set forth in Section 18.1 below, or at such other place as Landlord may designate by written notice to Tenant. Rent for any partial Lease Month shall be prorated on a per diem basis.

3.5 On the Commencement Date, Tenant shall deliver to Landlord a refundable deposit of \$2,500.00 (the "Security Deposit") to be held by Landlord in accordance with the provisions of this Lease. The Security Deposit is to remain on account with Landlord for the Term of the Lease. In the event of any default, the Security Deposit shall be retained by Landlord and may be applied toward damages arising from such default and shall not be construed as liquidated damages. Upon yielding the Premises to Landlord at the expiration of this Lease in the condition required pursuant to Article 19 of this Lease, and provided no default has occurred, the remaining balance of the Security Deposit shall be returned to Tenant. No interest shall be payable on the Security Deposit. It is understood that Landlord shall always have the right to apply said Security Deposit, or any portion thereof, to the curing of any default that may exist. Should Landlord convey its interest under this Lease, the Security Deposit, or the part or portion thereof not previously applied, shall be turned over to Landlord's grantees or assignees, subject to the terms of this Lease; and Tenant hereby releases Landlord from any liability with respect to the Security Deposit and Tenant agrees to look solely to such grantee or assignee; this provision shall also apply to subsequent grantees or assignees. It is agreed that the Security Deposit is not made in payment of

Rent but is paid solely as security by Tenant for the performance of the terms of this Lease. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for any purpose permitted pursuant to this Section, then Tenant shall, upon written demand by Landlord, remit to Landlord a sufficient amount in cash to restore said Security Deposit to the original sum deposited, within 10 days of written request.

ARTICLE 4.
USE AND OCCUPANCY

Tenant intends to use the Premises for medical and related uses, including the operation of an outpatient clinic providing addiction medicine and/or therapy services, and shall not use the Premises for any other purpose without Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant shall use the Premises only in compliance with all Applicable Laws (as defined below). Tenant shall not commit any waste or damage to the Premises.

ARTICLE 5.
CONDITION OF THE PREMISES; LANDLORD'S REPRESENTATIONS

5.1 Subject to Landlord's representations and warranties set forth in Article 5.2 below, Tenant shall accept the Premises is "AS-IS" condition.

5.2 Landlord hereby represents and warrants to Tenant the following:

- (a) that it is the true and lawful owner of the Premises, and is authorized to grant a leasehold interest therein and all payments relating to any mortgage which is now a lien upon the Premises are current and to date;
- (b) on the Commencement Date, the Premises will materially conform to all applicable federal state and local laws, statutes, regulations and ordinances including without limitation local building codes, Environmental Laws (as defined below), and the Americans with Disabilities Act (collectively, "Applicable Laws");
- (c) on the Commencement Date and throughout the Term of this Lease, the Premises will be in code-compliant condition and all mechanical, electrical, plumbing, HVAC, and other building systems will be in proper working order, condition and repair; and
- (d) the Premises contains no Hazardous Materials (as defined below) and there has been no Release (as defined below) of Hazardous Materials on the Premises or into the soil or groundwater

under the Premises.

5.3 The following terms shall have the following meanings in this Lease:

(a) "Environmental Laws" means all applicable federal, state and local laws, regulations, ordinances and common law relating to public health and safety and protection of the environment.

(b) "Hazardous Materials" includes any toxic substances, hazardous wastes, hazardous substances, or any other pollutants or dangerous substances regulated pursuant to any and all Environmental Laws, and shall include, without limitation, asbestos, lead paint, urea formaldehyde, polychlorinated biphenyls (PCBs), oil, petroleum products and fractions, underground storage tanks, whether empty, filled or partially filled with any substance (regulated or otherwise), any substance or material the presence of which on the Premises is prohibited by any Environmental Laws and any other substance or material which requires special handling or notification of any federal, state or local governmental entity regarding collection, storage, treatment or disposal.

(c) "Release" means spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping and all other actions defined as a release by 42 U.S.C. Section 9601 (22).

ARTICLE 6. **INSURANCE**

6.1 Tenant shall, during the entire Term, and at Tenant's sole cost, for the mutual benefit of Landlord and Tenant, maintain:

(a) Business Personal Property Insurance covering the improvements, and personal property owned by Tenant with coverage for perils as set forth under the Causes of Loss-Special Form, with coverage extended for the perils of flood and earthquake, in an amount equal to the full insurable replacement cost, with such deductibles as Tenant deems advisable.

(b) Commercial General Liability insurance for (i) injury or death of any person and (ii) damage to or destruction of property occasioned by, arising out of, or in connection with the use, occupancy or condition of the Premises. Such policy or policies shall contain a blanket contractual liability endorsement and shall contain a combined single limit of not less than \$1,000,000.00 per occurrence

and \$2,000,000.00 in aggregate in respect of injuries to or death of any person(s), property damaged or destroyed;

(c) Insurance on all furniture, fixtures, inventory and equipment, owned by Tenant, and all glass and plate glass forming a part of the Premises, in an amount representing 100% of its value against loss or damage by fire and windstorm, with extended coverage and replacement cost endorsements;

(d) Workmen's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any work performed by Tenant or any repair or alteration authorized by this Lease or consented to by Landlord, and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by the laws of the Commonwealth of Virginia.

6.2 Landlord shall, during the entire Term, and at Landlord's sole cost, for the mutual benefit of Landlord and Tenant, maintain insurance covering damage, destruction or other property damage occurring to the Building and the Premises with a coverage amount equal to or greater than the full replacement cost thereof.

6.3 All policies of insurance required to be carried by Tenant shall be written in such form, and by such company or companies, as shall be reasonably acceptable to Landlord. Tenant shall cause Landlord to be identified as an Additional Insured Party on all policies of insurance required by this Article. Notwithstanding the foregoing, the insurance required herein on the part of Tenant may be provided by Tenant through an umbrella policy as long as the coverage thereunder is at least equal to the coverage which would be provided under a separate policy covering only the Premises.

6.4 Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, or employees for any damage that may occur to the Premises, any personal property of such party therein, by reason of any cause, regardless of cause or origin, including negligence, to the extent of the amount of insurance proceeds that the releasing party would have received under its insurance policy or policies if the releasing party had maintained all insurance it is required to maintain under this Lease or actually does receive from such policy or policies, whichever is greater.

ARTICLE 7.

ALTERATIONS AND IMPROVEMENTS

7.1 Promptly following execution of this Lease, Landlord will provide Tenant with all architectural and/or engineering documents for the Premises that are in Landlord's possession or readily available to Landlord.

7.2 Throughout the Term, Tenant shall have the right, at Tenant's own expense, to make or cause to be made such alterations, improvements or additions to the Premises as Tenant shall deem expedient or necessary for its business purposes and that conform with all applicable federal, state and local building, environmental and fire laws, codes and ordinances; provided, however, that Tenant may not make any structural alterations without first obtaining Landlord's consent, which will not be unreasonably withheld. Tenant may hire any licensed and insured contractors it desires.

7.3 Tenant shall have the right to install signage on the interior and exterior of the Building and shall have the exclusive right to install signage on the exterior pylon sign on the Premises. All signs and installation thereof shall conform to all applicable laws.

ARTICLE 8.

MAINTENANCE AND REPAIRS

8.1 Landlord, at its sole cost and expense, shall make all necessary exterior repairs and replacement to the Premises and Building including but not limited to the roof, drains, downspouts, foundation, exterior walls, floors, pavement, curbing, walkways, sidewalks and items of similar character, and pipes, sewer lines and conduits leading to the premises from utility installations, and shall keep the same in good order, first-class condition and repair.

8.2 Tenant shall be responsible, at its sole costs and expense, for janitorial services for the Premises. In addition, Tenant shall have a licensed vendor perform routine semiannual preventative maintenance on all the HVAC units servicing the Premises during the Term. Landlord shall be responsible for making any required repairs or replacements to the HVAC equipment as recommended by Tenant's maintenance contractor.

ARTICLE 9.

UTILITIES AND REAL ESTATE TAXES

9.1 Tenant shall pay or cause to be paid, at its sole cost and expense, all charges for all fuel, gas, oil, heat, water sewer and electricity which may be furnished to or used in the Premises during the Term.

9.2 Tenant shall be responsible for the payment of all real estate taxes and assessments assessed on the Premises and becoming due and payable during the Term.

ARTICLE 10.
CONDEMNATION AND EMINENT DOMAIN

10.1 In the event of exercise of the power to eminent domain ("Taking") whereby (i) such portion of the Building is taken such that access to the Premises is permanently impaired thereby and reasonable alternate access is not provided by Landlord within a time period which is reasonable under the circumstances, or (ii) all or substantially all of the Premises or the Building is taken, or (iii) if less than substantially all of the Building is taken but Tenant, acting in good faith, determines that because of such Taking it is economically unfeasible to continue to conduct its business in the uncondemned portion of the Premises, then in the case of (i) or (ii), either party, and in the case of (iii) Tenant, shall have the right to terminate this Lease. The terminating party shall provide written notice of termination, and the effective date thereof, to the other party within 45 days after the condemning authority takes the Premises. Upon termination of the Lease due to a Taking, all Rent shall be adjusted to the date of termination. The foregoing right of termination shall be applicable to the Taking of any estate or interest whatsoever which, as a matter of law, would deprive Landlord or Tenant of any right to possession for any period in excess of one year from the date of Taking, whether or not the Taking be in fee, for a term of years or any other estate or interest; and a Taking shall include the transfer of title or of any interest in the Building by deed or other instrument in settlement of or in lieu of transfer by operation of law incident to condemnation proceedings.

10.2 If this Lease is not terminated as above provided, then Landlord will with reasonably promptness, at its own cost and expense, make all necessary repairs or alterations to the Premises to restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking, and Tenant's Rent obligations will be adjusted to reflect the new square footage of the Premises effective as of the date of such taking. Rent shall be abated during any such period of repair to the extent the Premises are not, in the reasonable discretion of Tenant, accessible or capable of being used during such repair.

10.3 All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds are expressly waived by Tenant, however, Tenant may file a separate claim for improvement costs expended by Tenant in the improvement of the Premises to which Tenant may be entitled and Tenant's reasonable relocation

expenses.

ARTICLE 11.
FIRE OR OTHER DESTRUCTION

11.1 Landlord will maintain fire and extended coverage insurance on the Premises. If the Premises shall be damaged by fire or other casualty, but is not rendered untenable in whole or in part, Landlord shall promptly, at its own expense, cause such damage to be repaired, and Rent shall not be abated or reduced.

(a) If the Demised Premises shall be rendered partially untenable by reason of such occurrence, Landlord shall promptly, at its own expense, cause such damage to be repaired, and the Rent shall abate on a proportionate basis during any period of partial untenability.

(b) If the Premises shall be rendered totally untenable by reason of such occurrence, Landlord shall promptly, at its own expense, cause such damage to be repaired, and the Rent shall be fully abated during any such period of total untenability.

(c) As soon as practicable after the occurrence of any casualty affecting the Premises, the parties shall work together in good faith to determine the extent to which the Premises has been rendered untenable by such casualty. However, notwithstanding anything else to the contrary contained in this Lease, the parties agree that any casualty: (i) affecting more than 25 percent of the total square footage of the Building; (ii) affecting any area used by Tenant as a waiting room or reception area for patients; (iii) affecting any area used by Tenant for the storage or dispensing of prescription drugs; or (iv) which causes Tenant to suffer the loss, suspension or limitation of any local, state or federal permit, license, registration or accreditation shall be conclusively determined to have rendered the Premises totally untenable.

11.2 In the event the Premises is rendered either partially or totally untenable as a result of any casualty (including by virtue of any of the conditions set forth in paragraph 11.1(a)-(c)), Landlord shall, within 30 days of the occurrence of such casualty, provide Tenant with an estimate of the time Landlord will require to repair the damage to the Premises and return it to its condition prior to the occurrence of such casualty. If Landlord anticipates that such repairs will not be complete within 180 days from the date of the casualty, or if such repairs are not concluded within 180 days from the date of the casualty, then either Party shall have the right, but not

the obligation, to terminate this Lease, effective on the date of delivery of written notice of that intent. Following such termination, any unearned Rent shall be apportioned and returned to Tenant. If neither Party elects to terminate this Lease, then the Lease shall remain in full force and effect and Landlord shall proceed with all reasonable diligence to repair the damage. In all instances, Landlord shall restore the Premises to the condition they were in prior to the damage. Landlord shall have no responsibility to repair or restore any personal property or trade fixtures of Tenant.

11.3 Tenant shall promptly notify Landlord in writing of any damage to or destruction of any portion of the Premises resulting from fire or other casualty.

ARTICLE 12.

INDEMNIFICATION

12.1 Except with respect to claims for which insurance required by Article 6 of this Lease provides coverage, Tenant shall indemnify, defend and hold harmless Landlord against and from any and all claims arising from the conduct or management of, or from any work or thing whatsoever done by or on behalf of Tenant on or in the Premises, and will further indemnify, defend and hold harmless Landlord against and from any and all claims arising, during the Term, from any breach or default on the part of Tenant and the performance of any covenant or agreement to be performed by Tenant pursuant to the terms of this Lease, or arising from any act or omission of Tenant, or any of its agents, contractors, servants, employees, visitors or licensees, or any subtenant, or any agent, contractor, servant, employee, visitor or licensee of any subtenant, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation by Tenant or any of its agents, contractors, servants, employees, visitors or licensees, or any subtenant, or any agent, contractor, servant, employee, visitor or licensees of any subtenant occurring during the Term in the Premises, and from and against all costs, reasonable attorneys' fees, expenses and liabilities occurred in or about any such claim or action or proceeding brought thereon. In the event any action or proceeding be brought against Landlord by reason of any such claims, Tenant, upon demand of Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord. Landlord shall have the right, if it sees fit, to participate in such defense at its own expense. Notwithstanding the foregoing, Tenant shall have no obligation to indemnify and hold harmless Landlord against and from claims arising from Landlord's own conduct or that of its agents, contractors, servants, employees, visitors, licensees or other adjoining tenants or subtenants (if any) and their respective agents, contractors, servants, employees, visitors or licensees.

12.2 Except with respect to claims for which insurance required by Article

6 of this Lease provides coverage, Landlord shall indemnify, defend and hold harmless Tenant against and from any and all claims arising from any work or other act done in, on or about the Premises by or at the request of Landlord, or any breach of any of Landlord's representations in Article 5 of this Lease and will further indemnify, defend and hold harmless Tenant against and from any and all claims arising, during the Term, from any condition of the Premises, including any improvement thereto, or any of the spaces therein or appurtenant thereto, or arising from any breach or default on the part of Landlord and the performance of any covenant or agreement to be performed by Landlord pursuant to the terms of this Lease, or arising from any act or omission of Landlord, or any of its agents, contractors, servants, employees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the Term in, on or about the Premises or in on, or about any improvements thereto, and from and against all costs, reasonable attorneys' fees, expenses and liabilities occurred in or about any such claim or action or proceeding brought thereon. In the event any action or proceeding be brought against Tenant by reason of any such claims, Landlord, upon demand of Tenant, covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant. Tenant shall have the right, if it sees fit, to participate in such defense at its own expense. Notwithstanding the foregoing, Landlord shall have no obligation to indemnify and hold harmless Tenant against and from claims arising from Tenant's own conduct or that of its agents, contractors, servants, employees, visitors or licensees.

ARTICLE 13.

TENANT'S DEFAULT; LANDLORD'S REMEDIES

13.1 The following events shall constitute a default of this Lease:

(a) The failure by Tenant to make any payment of Rent, or any other payment required to be made by Tenant hereunder as and when due; where such failure continues for five days after receipt of written notice from Landlord;

(b) Tenant's failure to keep and perform any of the other covenants and agreements on its part to be kept and performed, and such failure has not been cured within 30 days after written notice thereof by Landlord; provided, however, that if such default is not curable within 30 days, such cure period will be extended to whatever reasonable period is required to permit Tenant to cure the default, provided Tenant is proceeding with due diligence to cure the default;

(c) Tenant's abandonment of the Premises during the Term for a

earlier termination of the Term or enforcing any covenant of Tenant in this Lease.

13.4 Landlord shall use its best efforts to re-let the Premises on commercially reasonable terms and receive the Rent therefrom.

ARTICLE 14.

LANDLORD'S DEFAULT; TENANT'S REMEDIES

14.1 In the event of a breach by Landlord of any of the terms, covenants and provisions hereof, Tenant shall provide written notice to Landlord of the breach of such duty or law, and provide a 30-day opportunity for Landlord to cure such default, (or in the case of a default which cannot be reasonably cured within such period Landlord must proceed diligently until such default is cured). In the event Landlord is deemed to be in default, Tenant may do any one or more of the following:

- (a) pay or perform Landlord's obligation on Landlord's behalf and offset the actual and reasonable cost thereof against Tenant's future Rent obligations;
- (b) withhold Rent until the default is cured; or
- (c) terminate this Lease by notice to Landlord and file an action for damages.

ARTICLE 15.

ACCESS TO PREMISES

15.1 Subject to Section 15.2 below, Landlord shall be permitted to enter the Premises during usual business hours after reasonable prior notice to Tenant (except in an emergency, no prior notice need be given), for the purpose of inspecting the same, exhibiting the Premises for sale, lease or mortgage financing (but only during the last 90 days of the Term), or making any repairs or performing any other work that may be necessary or that Tenant has requested, or that Landlord may deem necessary to prevent waste or deterioration

15.2 Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must

restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Section and under this Lease, except when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designed by Tenant as locations where patient medical records are kept and/or stored or where such entry is prohibited by applicable state or federal health care privacy laws. Landlord further agrees to comply with the provisions of HIPAA and all applicable medical privacy laws in connection with Landlord's entry into the Premises. Landlord acknowledges and agrees that from time to time during the Term, Landlord, its representatives or assigns may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by HIPAA, 45 CFR Parts 160 and 164. Landlord agrees that it will not use or disclose PHI for any purpose unless required by a court of competent jurisdiction or by any governmental authority in accordance with the requirements of HIPAA and all other applicable medical privacy laws. Landlord shall preserve any Confidential Information (defined below) of or pertaining to Tenant and shall not, without first obtaining Tenant's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Tenant during and after the Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Tenant that Landlord obtains in connection with this Lease. Landlord agrees that any lien Landlord may have (whether herein or under other law) and any right Landlord may have to retain the personal property of Tenant (whether herein or under other law) shall not apply to any patient records, or any other items or property of Tenant which contain, or may contain, PHI.

ARTICLE 16.

QUIET ENJOYMENT

Upon paying the rents and other charges and observing and performing the covenants, agreements and conditions of this Lease on its part to be kept, Tenant shall lawfully and quietly hold, occupy and enjoy the Premises during the Term without interruption by Landlord or any person or persons claiming under Landlord.

ARTICLE 17.

WAIVER; AMENDMENT

17.1 The failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any

option herein contained shall not be construed as a waiver or relinquishment for the future performance or exercise of such covenant or option.

17.2 This Lease embodies the entire agreement between Landlord and Tenant, and can be amended, modified or changed only by an instrument in writing executed by the then holders of the respective interests of Landlord and Tenant.

ARTICLE 18.
NOTICE

18.1 All notices, demands and requests which may be or are required to be given by either party to the other, shall be in writing and shall be sent by (i) United States mail, registered or certified, return receipt requested, postage prepaid, or (ii) recognized overnight delivery service with receipted delivery, or (iii) by any other electronic means, with a confirmed delivery receipt, addressed as follows:

Landlord: T R Properties, Inc.
P.O. Box 3565
MARTINSVILLE, VA. 24115

Tenant: [REDACTED]
[REDACTED]
Cincinnati, Ohio 45202
Attn: [REDACTED]
[REDACTED]

Copy to: [REDACTED]
[REDACTED]
[REDACTED]
Cincinnati, Ohio 45202
[REDACTED]

18.2 Notices, demands, and requests which shall be served in the manner aforesaid shall be deemed sufficiently served or given when deposited in the United States mail as aforesaid at a point within the continental limits of the United States. However, the time period in which response to any such notice, demand or request must be given or within which action must or may be taken pursuant thereto shall commence to run from the date of receipt on the return receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver at the address so designated because of changed address of which

no notice was given or because of failure to provide procedures for the delivery of mail at such address shall be deemed to be receipt of the notice, demand or request sent.

ARTICLE 19.
SURRENDER OF PREMISES

All removable trade fixtures and equipment installed by Tenant in the Premises shall be and remain the property of Tenant. Tenant may, at the termination of this Lease, remove any and all of Tenant's removable trade fixtures, equipment and other items of personal property not constituting a part of the freehold, building systems, or permanent fixtures, including property which can be moved without damage to the Premises. Tenant must exercise this right before this Lease is terminated and shall repair, at Tenant's sole cost and expense, any damage to the Premises caused thereby. Tenant shall vacate the Premises in a broom-clean condition, ordinary wear and tear and damage by fire and other casualty excepted. If Tenant shall fail to remove its removable trade fixtures or other personal property at the termination of this Lease or within five days thereafter, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant and shall become the property of Landlord.

ARTICLE 20.
MECHANIC'S LIENS

20.1 Tenant shall not suffer or permit any liens to be filed against the Premises, against Tenant's leasehold interest, or against any part thereof, by reason of work, labor, services or materials supplied or claimed to be supplied to Tenant or to any one holding the Premises or any part of or interest in the Premises. If any such lien shall at any time be filed, Tenant shall cause the same to be discharged of record within 20 days after receiving notice of the same, and if Tenant shall fail to discharge any such lien or to give notice to Landlord of Tenant's intent to contest pursuant to paragraph 20.2 of this Lease within that period then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due without inquiry into the validity of the claim. Tenant shall reimburse Landlord upon demand for any amount so paid by Landlord.

20.2 Tenant, however, shall have the right to contest any such lien or liens provided that, within ten days after any such lien is filed or recorded, Tenant shall give notice to Landlord of Tenant's intention to contest the lien, specifying the amount of the lien or liens to be contested.

ARTICLE 21.
ESTOPPEL CERTIFICATES

21.1 Tenant and Landlord shall each, at any time and from time to time, upon not less than ten days prior written request by the other, execute, acknowledge and deliver to the other party a statement certifying:

(a) That this Lease is unmodified and in full force and effect, or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modification;

(b) The dates to which the Rent and other charges have been paid in advance, if any; and

(c) The nature and extent or absence of any defaults by Landlord or Tenant, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser, mortgagee or beneficiary under deed of trust of Tenant's interest hereunder or of Landlord's fee interest and by any prospective assignee of any such mortgagee or beneficiary.

21.2 The statements so delivered by Tenant to any prospective mortgagee or beneficiary under deed of trust of Landlord's fee interest or prospective assignee of any such mortgagee or beneficiary shall include Tenant's written undertaking, for the benefit of such prospective beneficiary, mortgagee or assignee, not to pay any Rent or other sum payable hereunder to Landlord more than 30 days prior to accrual.

21.3

ARTICLE 22.
ASSIGNMENT AND SUBLETTING

Tenant may freely assign this Lease or sublease all or any portion of the Premises to any third party with Landlord's prior, written approval, which approval shall not be unreasonably withheld, provided that such third-party's intended use of the Premises is permitted by applicable law.

Notwithstanding anything to the contrary contained in this Lease, upon notice to, but without the requirement for consent by, Landlord, Tenant may assign this Lease to (a) any entity that controls, is controlled by, or is under common control with, Tenant, (b) any corporation resulting from a merger or consolidation with Tenant, or (c) any entity acquiring all or substantially all of Tenant's assets, so long as, in each instance under clauses (a) through (c) of this subparagraph: (i) there is no change in the Permitted Use of the Premises; (ii) Tenant's net worth immediately after such assignment is

equal to or great than Tenant's net worth as of the date on which this Lease was executed; (iii) Tenant is the surviving entity in any merger or consolidation, or, if Tenant is not the surviving entity the surviving entity assumes all the obligations of Tenant under this Lease by executing an assignment and assumption agreement with Landlord with respect to this Lease in form and substance reasonably satisfactory to Landlord; and (iv) no Event of Default exists.

Additionally, notwithstanding anything to the contrary contained in this Lease, a change in the ownership of a majority of the ownership interests in Tenant shall not be deemed to be an assignment subject to the prior written consent of Landlord so long as, in each instance: (a) Tenant provides written notice to Landlord at least five (5) business days prior to the change, accompanied by such information as Landlord may reasonably require as evidence to show that, after the change of ownership of the majority of ownership interests in Tenant, Tenant's net worth is equal to or great than Tenant's net worth as of the date on which this Lease was executed; (b) there is no change in the Permitted Use as a result of the change in ownership; and (c) no Event of Default exists.

ARTICLE 23. **SUBORDINATION AND ATTORNMENT**

This Lease and all of Tenant's rights hereunder are and shall be subject, inferior and subordinate to any mortgages, deeds of trust, third party rights and interests, liens, restrictions, easements, leases or other security instruments (collectively, "Mortgage") which Landlord may have heretofore placed or may hereafter place upon the Premises. Tenant shall, upon request of either Landlord or the holder of any such Mortgage, and within 20 days of written receipt of request, execute any reasonable documents to evidence such subordination and attornment requested by the lender. Landlord is hereby irrevocably vested with full power and authority to subordinate Tenant's interest hereunder to any Mortgage. Tenant agrees to attorn to Landlord's mortgagee or any purchaser at a foreclosure sale or sale in lieu of foreclosure, and execute any necessary agreements evidencing same, provided Landlord's mortgagee agrees that it shall not disturb Tenant's occupancy of the Premises.

ARTICLE 24. **BROKER**

Landlord represents to Tenant that it has not dealt with any real estate broker or other person acting in a similar capacity who might be entitled to a commission or finder's fee in this transaction. Tenant represents to Landlord that it has not dealt with any real estate broker or other person

acting in a similar capacity who might be entitled to a commission or finder's fee in this transaction. Each party hereby indemnifies the other and agrees to hold harmless from any commission, finder's fee or similar claims, and any liability, damages, judgments, and costs related thereto, including reasonable attorneys' fees and costs, arising through actions of the indemnifying party in contravention of the representations contained herein.

ARTICLE 25. MISCELLANEOUS

25.1 Access. Tenant shall have access to the Building and the Premises 24 hours per day, seven days per week, by way of keys or key cards. Tenant shall have the right to install card readers on or near entrances to the Building.

25.2 Successors and Assigns. Subject to the express terms of this Lease, the covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors and assigns.

25.3 Appraisal Cooperation. Upon at least two weeks' prior notice, Tenant will cooperate with Landlord's reasonable request to have the Building appraised.

25.4 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any part, person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition shall be valid and shall be enforced to the fullest extent permitted by law.

25.5 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

25.6 Memorandum of Lease. Upon request of either party, Landlord and Tenant agree to execute, acknowledge and deliver a Memorandum of Lease for the purpose of recording the same. It is further agreed by Landlord and Tenant that only such Memorandum of Lease shall be recorded, and not this entire Lease.

25.7 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

25.8 Force Majeure. The time for performance by Landlord or Tenant of any term, provision or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, unavailability of building materials, civil riots, floods, material or labor restrictions by governmental authority and any other cause not within the control of Landlord or Tenant.

25.9 Non-Competition. Landlord shall not, without Tenant's prior written consent, lease or permit occupancy of any premises owned by Landlord or under Landlord's reasonable control to or by any entity or person engaged in substance use disorder treatment or medication-assisted treatment or that otherwise competes with Tenant.

25.10 Attorneys' Fees. In any dispute regarding this Lease or in any action or proceeding which either party brings against the other to enforce its rights hereunder, if Tenant is the non-prevailing party, Tenant shall pay all costs incurred by Landlord as prevailing party, including reasonable attorneys' fees and costs, and if Landlord is the non-prevailing party, Landlord shall pay all costs incurred by Tenant as prevailing party, including reasonable attorneys' fees and costs. The prevailing party is that party receiving substantially the relief that it sought pursuant to a final, non-appealable court judgment.

ARTICLE 26.

OFAC AND PATRIOT ACT COMPLIANCE

26.1 Representations and Warranties. The parties each represent and warrant that (i) such Landlord and Tenant, and if applicable, each person owning a 10% or greater interest in Landlord and Tenant (A) is not currently identified on the list of persons with whom Landlord may not engage in a transaction, and (B) is not a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States and (ii) each has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The section shall not apply to any person to the extent that such person's interest is through either (A) a person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned-subsidiary of such a person or (B) an "employee pension benefit plan" or "pension plan" as defined in Section 3(2) of ERISA.

26.2 Compliance with Laws. The parties shall comply with all requirements of law relating to money laundering, anti-terrorism trade embargos and

economic sanctions, now or hereafter in effect and shall immediately notify Landlord in writing if any of the foregoing representations, warranties or covenants are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached.

Landlord and Tenant are executing this Lease as of the Effective Date.

*Remainder of Page Left Blank;
Signature Page to Follow*

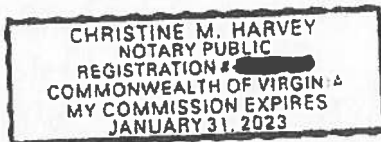
T R PROPERTIES, INC.

By:
Its:

[REDACTED]
T G BALABANIS
PRESIDENT

COUNTY OF Henry)
STATE OF Virginia) SS:

Sworn to and subscribed in my presence this 24th day of September 2021,
by [REDACTED] Balabanis who is the President of T R Properties LC.



[REDACTED]
Notary Public

By [REDACTED]
Its: Chief Development Officer

COUNTY OF HAMILTON)
STATE OF OHIO) SS:

Sworn to and subscribed in my presence this 5 day of November
20 , by [REDACTED] who is the Chief Development Officer of [REDACTED]



[REDACTED]
Notary Public

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of October 1st, 2021 between T R Properties, Inc. ("Landlord") and [REDACTED] (Tenant).

1. PREMISES. Landlord hereby leases to Tenant 1914 Virginia Ave. (the "Premises") Post Office Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease ("the Initial Term") shall be a period of 12 months commencing on October 1st, 2021, (the "Lease Commencement Date") and terminating on September 30th, 2022 or on such date as this Lease is sooner terminated. Tenant may have access to the space at no charge upon full execution of this Lease Agreement for general setup purposes. Tenant may extend the Initial Term for 1 extension term(s) of to be negotiated (each) (each an "Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of \$ 7200.00 ("Rent"). Monthly installments of Rent equal to 600.00 shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to n/a with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's check made payable to T R Properties Inc., P.O. Box 3565, Martinsville, VA. 24115. A late charge of ten percent (10%) is charged and accrued if rent is not paid within five (5) days of the due date.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use as [REDACTED] (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. All utilities to include water, gas and electric shall be paid by the tenant

6. Maintenance. Landlord shall be responsible, at its expense, for all repair, maintenance or replacement of the roof. All other expenses to include electric, plumbing, HVAC and interior will be the tenants responsible with a \$500.00 limit per year.

6A. Common Area Maintenance (CAM). Lessor shall maintain the common areas in good order, condition, and repair. Beginning on the commencement date, Lessee shall reimburse the Lessor for Lessee's proportionate share \$35.00 of the following direct costs paid by Lessor in connection with the maintenance and repair of the common areas.

7. Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

8. Insurance. Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to include Landlord as an additional insured thereunder, and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses actions, damages, liabilities, and expenses

including attorneys; fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission or Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

10. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Center, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect sign at his own expense within 60 days of commencement of lease.

11. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

12. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$ 600.00. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlords shall have appropriated to satisfy and default under this Lease by Tenant.

13. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at [REDACTED] Jacksonville, FL 32256 with a copy to: Cushman & Wakefield U.S. Inc. [REDACTED] Louis, MO 63141 [REDACTED] or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(c) Addendum. The attached LOI shall be part of the lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD:

T R Properties, Inc.

BY: [REDACTED]

TENANT:

[REDACTED]

DocuSigned by:

[REDACTED]
BC8DBCAB5C3E480

Date

09/17/21

September 10, 2021

Exhibit to Lease

LANDLORD: TR Properties, Inc.

TENANT NOTICE ADDRESS:

[REDACTED]

With a copy to:

[REDACTED]

St. Louis, MO 63141

[REDACTED]

PREMISES: 1914 Virginia Ave., Martinsville, VA containing approximately 1,694 RSF.

LEASE TERM: 12 Months expiring on September 30, 2022 unless terminated sooner

**LEASE
COMMENCEMENT:** October 1, 2021

RENTAL RATE: Six Hundred Dollars and No/100 (\$600.00) per month plus Utilities paid to service provider.

**COMMON AREA
MAINTENANCE:** Tenant shall pay thirty-five dollars and No/100 (\$35) per month

SECURITY DEPOSIT: Tenant shall pay upon lease execution a total of \$600.00 to be held by Landlord. Such security deposit will be returned in full to Tenant upon Lease Expiration so long as Tenant is not in default and returns the space per the Lease.

HOLDOVER: Tenant shall be permitted to holdover on the same conditions and terms as the lease.

**TENANT
IMPROVEMENTS:** Landlord shall deliver the space as-is.

SURRENDER OF PREMISES: Upon expiration of the Lease term, or any subsequent renewal term, or other sooner termination of this Lease, Tenant shall deliver to Landlord in broom clean condition, ordinary wear and tear excepted. Tenant shall not be required to remove any of said improvements or return the Premises to its original condition upon any termination of this Lease.

MAINTENANCE AND REPAIR:	Landlord shall be responsible, at its expense, for all repair, maintenance or replacement of the following Building, Common Area and Premise elements: roof, foundation, structure, HVAC. Tenant shall be responsible for the repair and replacement of all plumbing and electrical components of the Premises up to \$500/year. Tenant shall not spend any more than \$500 on any electrical or plumbing component in a calendar year.
LANDLORD INSURANCE:	Landlord shall maintain and keep in force at all times during the term of the Lease, property, casualty and extended coverage policy of insurance for the Building with a reputable insurance carrier for the replacement value of said Building.
TERMINATION OPTION:	Tenant shall have a right to terminate this Lease any time by providing Landlord six (6) months prior written notice and paying a termination fee equal to (i) three (3) months worth of base rent.
PARKING:	Tenant is entitled to use the common area parking lot for its employees, clients and other agents.
SIGNAGE:	Building standard signage on Tenant's entrance door. Please outline monument and building signage opportunities.
GO DARK:	Tenant shall not be in default if we do not continuously operate in the Premises.
MUTUAL INDEMNIFICATION:	Each party hereby covenants and agrees, to indemnify and hold the other harmless from all loss, damage, liability and expense, including attorney's fees, resulting from any injury to person or any loss of or damage to any property caused by or resulting from any acts, omission, or negligence of such party or any officer, employee, agent, contractor, invites or visitor of such party in or about the Premises or the Building.
EFT RENT PAYMENTS:	Landlord agrees to accept payment of the Monthly Rent via electronic funds transfer (EFT). Upon execution of this Lease by both parties, Tenant will provide necessary instructions in order to implement payment via EFT.

SECOND ADDENDUM TO LEASE AGREEMENT

THIS SECOND ADDENDUM is attached to and made a part of that certain Lease Agreement dated as of the 1st day of June, 2005 the "Lease") by and between T R Properties, Inc. ("Landlord") and [REDACTED] ("Tenant").

RECITALS

- A. WHEREAS Landlord and Tenant entered into that certain lease agreement dated June 1, 2005, herein referred to as ("Lease"), relating to the premises of approximately 2,804 square feet located in the Holiday Shopping center, Martinsville, Virginia: and
- B. WHEREAS the Lease Term will expire on August 31, 2015: and
- C. WHEREAS the Landlord and Tenant desire to extend the term of the Lease and amend the terms and conditions of the Lease as hereinafter set forth.

TERMS

NOW, THEREFORE, for good and valuable consideration the sufficiency and receipt of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1. TERM: The Term of the Lease ("Lease Term") is hereby extended for the period beginning September 1, 2015 and ending on August 31, 2025
- 2. RENT: The Minimum Base Rent for the Extended Lease Term is as follows:

<u>Lease Years:</u>	<u>Minimum Rent per square foot:</u>	<u>Annual Minimum Rent:</u>	<u>Monthly Minimum Rent:</u>
9/1/2015- 8/31/2020	\$3.85	\$10,795.40	\$899.62
9/1/2020- 8/31/2025	\$4.23	\$11,860.92	\$988.41


Tenant will continue to pay PSA water/sewer charges of \$78.00 per month or current minimum charged by Henry County Public Service Authority.

- 3. OPTION TO RENEW. Landlord grants to Tenant the right, privilege and option to extend this Lease for one (1) successive period of five (5) years under the same terms and conditions of this Lease in effect at the expiration of the initial term or extended term except that the Minimum Annual Rent during the option term shall be \$12,225.44,


payable in equal monthly installments of \$1018.79. Tenant shall provide Landlord with a written notice of its exercise of such option at least six (6) months before the expiration of the initial term or extended term, as the case may be.

4. Except as modified herein, all terms and conditions of the Lease remain in full force and effect.

LANDLORD:
T R Properties, Inc.

By: 
Name: MITT G. BALABANIS
Title: PRESIDENT
Date: 07/09/14

TENANT:



By: _____
Name: _____
Title: _____
Date: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of July 28, 2021 between T R Properties, Inc. ("Landlord") and [REDACTED] (Tenant).

1. PREMISES. Landlord hereby leases to Tenant 1842 Virginia Ave. (the "Premises") Post office Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease ("the Initial Term") shall be a period of 3 months commencing on September 1st, 2022, (the "Lease Commencement Date") and terminating on November 30th, 2022 or on such date as this Lease is sooner terminated. Tenant may extend the Initial Term for 1 extension term(s) of to be negotiated (each) (each an "Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of \$ N/A ("Rent"). Monthly installments of Rent equal to \$50.00 shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to n/a with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's check made payable to T R Properties Inc., P.O. Box 3565, Martinsville, VA. 24115. A late charge of ten percent (10%) is charged and accrued if rent is not paid within five (5) days of the due date.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use as [REDACTED] (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. All utilities shall be paid by the tenant

6. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the exterior building walls, foundation, and roof. Tenant shall regularly maintain in first-class condition the interior of the Premises, the plumbing, electrical, heating, and air conditioning systems, all Tenant signage, and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises. Tenant shall maintain loading dock.

6A. Common Area Maintenance (CAM). Lessor shall maintain the common areas in good order, condition, and repair. Beginning on the commencement date, Lessee shall reimburse the Lessor for Lessee's proportionate share N/A of the following direct costs paid by Lessor in connection with the maintenance and repair of the common areas.

7. Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

8. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord.

9. Default. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

(a) If Tenant shall fail to pay any payment of Rent when due;

(b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;

(c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;

(d) An Event of Bankruptcy (as defined below); or

(e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

10. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

11. Insurance. Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured thereunder, and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission of Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

12. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

13. Damage. If the Premises or Center is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then Landlord shall diligently restore and repair the Premises and the Center to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account

the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Center. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises an/or the Center was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

14. Holding Over. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of this Lease, then Tenant shall become a tenant from month to month, and the rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above, or the monthly rent, if any, set forth in Paragraph 3 for any Extension Term that otherwise would have commenced upon the expiration of the Lease. Unless and until Landlord shall accept any payments of Rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises.

15. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Center, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect sign at his own expense within 60 days of commencement of lease.

16. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

17. Subordination; Attornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recasting's, or refinancing's thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

18. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages, and compensation.

19. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$ N/A. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlords shall have appropriated to satisfy and default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply, or retail all or any portion of the security deposit for the payment of Rent,

any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

20. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgement against Landlord, the sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgement.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at [REDACTED] Martinsville, VA 24112 or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secure by the Center requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modification are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD:

TENANTS:

T R Properties, Inc.

BY:

Christine Harvey, President

Date

7-6-22

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of March 30th, 2015 between T R Properties, Inc. ("Landlord") and [REDACTED] (Tenant).

1. PREMISES. Landlord hereby leases to Tenant 1844 Virginia Ave. (Bay K3-4), Henry County , Va. (the "Premises") Post office Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease ("the Initial Term") shall be a period of 12 months commencing on April 1st, 2015, (the "Lease Commencement Date") and terminating on March 31st, 2016 or on such date as this Lease is sooner terminated. Tenant may extend the Initial Term for 1 extension term(s) of 12 months (each) (each an "Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of \$ *see Exhibit A ("Rent"). Monthly installments of Rent equal to *see Exhibit A shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to n/a with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's check made payable to T R Properties P.O. Box 3565, Martinsville, VA 24115.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use of [REDACTED] (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. All utilities shall be paid by the tenant except water and sewer which will be paid to Landlord at **90.00 per month. **Or current Henry County Public Service Authority charges. Tenant shall arrange and pay for trash removal.

6. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the exterior building walls, foundation, and roof. Tenant shall regularly maintain in first-class condition the interior of the Premises, to include all ceilings, walls, and floors, the plumbing, electrical, heating, and air conditioning systems, all Tenant signage, and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises.

7. Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

8. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any

or all of the Premises, without obtaining prior written consent of Landlord.

9. Default. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

- (a) If Tenant shall fail to pay any payment of Rent when due;
- (b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;
- (c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;
- (d) An Event of Bankruptcy (as defined below); or
- (e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

10. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

11. Insurance. Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured thereunder, and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission of Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

12. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers,

clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

13. Damage. If the Premises or Center is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then landlord shall diligently restore and repair the Premises and the Center to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Center. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises an/or the Center was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

14. Holding Over. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of this Lease, then Tenant shall become a tenant from month to month, and the rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above, or the monthly rent, if any, set forth in Paragraph 3 for any Extension Term that otherwise would have commenced upon the expiration of the Lease. Unless and until Landlord shall accept any payments of Rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises.

15. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Center, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect sign at his own expense within 60 days of commencement of lease.

16. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

17. Subordination; Attornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recastings, or refinancings thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this

Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

18. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages, and compensation.

19. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$ 400.00. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlords shall have appropriated to satisfy and default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply, or retain all or any portion of the security deposit for the payment of Rent, any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

20. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgement against Landlord, the sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgement.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of January 1, 2023 between T R Properties, Inc. ("Landlord") and [REDACTED] (Tenant).

1. PREMISES. Landlord hereby leases to Tenant 1894 Virginia Ave., Henry County, Va. (the "Premises") Post Office Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease ("the Initial Term") shall be a period of 12 months commencing on January 1st, 2023, (the "Lease Commencement Date") and terminating on December 31, 2023, or on such date as this Lease is sooner terminated. Tenant may extend the Initial Term for 1 extension term(s) of 12 months (each) (each an "Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of \$12000.00 ("Rent"). Monthly installments of Rent equal to \$1000.00 shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to n/a with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's check made payable to T R Properties Inc., P.O. Box 3565, Martinsville, VA. 24115. A late charge of ten percent (10%) is charged and accrued if rent is not paid within five (5) days of the due date.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use of Restaurant - Tanny's Grill (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. All utilities shall be paid by the tenant except water and sewer which will be paid to Landlord at \$90.00 per month. **Or current Henry County Public Service Authority charges.

6. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the exterior building walls, foundation, and roof. Tenant shall regularly maintain in first-class condition the interior of the Premises, the plumbing, electrical, heating, and air conditioning systems, all Tenant signage, and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises. Tenant shall maintain loading dock.

6A. Common Area Maintenance (CAM). Lessor shall maintain the common areas in good order, condition, and repair. Beginning on the commencement date, Lessee shall reimburse the Lessor for Lessee's proportionate share n/a of the following direct costs paid by Lessor in connection with the maintenance and repair of the common areas.

7. Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

8. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord.

9. Default. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

- (a) If Tenant shall fail to pay any payment of Rent when due;
- (b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;
- (c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;
- (d) An Event of Bankruptcy (as defined below); or
- (e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (1) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving and reletting the Premises, minus (B) the net proceeds of any reletting; and (2) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

10. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

11. Insurance. Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured thereunder, and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses, actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission of Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

12. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

13. Damage. If the Premises or Center is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then Landlord shall diligently restore and repair the Premises and the Center to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole

judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Center. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises and/or the Center was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

14. Holding Over. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of this Lease, then Tenant shall become a tenant from month to month, and the rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above, or the monthly rent, if any, set forth in Paragraph 3 for any Extension Term that otherwise would have commenced upon the expiration of the Lease. Unless and until Landlord shall accept any payments of Rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises.

15. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Center, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect sign at his own expense within 60 days of commencement of lease.

16. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

17. Subordination, Attornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recasting's, or refinancing's thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

18. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages, and compensation.

19. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$ 1000.00. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlord shall have appropriated to satisfy and default under this Lease by Tenant. If there shall be any default under this Lease by Tenant,

then Landlord shall have the right, but shall not be obligated, to use, apply, or retain all or any portion of the security deposit for the payment of Rent, any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

20. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgement against Landlord, the sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgement.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(f) Broker. Landlord and Tenant each warrant that in connection with this Lease it has not employed or dealt with any broker, agent, or finder other than N/A. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any other broker, agent, or finder employed by Tenant or with whom Tenant has dealt.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at [REDACTED] or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secure by the Center requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modifications are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD:

TENANTS:

T.R. Properties, Inc.

[REDACTED]

[REDACTED]

(SEAL)

Christine Harvey, President

[REDACTED]

(SEAL)

Witness

10-10-22
Date

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of February 25th, 2022 between T R Properties, Inc. ("Landlord") and [REDACTED] (Tenant).

1. PREMISES. Landlord hereby leases to Tenant 1858 Virginia Avenue, Martinsville, Va. 24112 (the "Premises") Post office Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease ("the Initial Term") shall be a period of 12 months commencing on March 1st, 2022, (the "Lease Commencement Date") and terminating on March 30th, 2023. Tenant may extend the Initial Term for 1 extension term(s) of 12 months (each) (each an "Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord their designated agent an annual rent of \$6000.00 ("Rent"). Twelve monthly installments of Rent equal to \$500.00 shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to n/a with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's check made payable to T R Properties Inc. P.O. Box 3565, Martinsville, VA. 24115.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use of [REDACTED] (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. All utilities shall be paid by the tenant.

6. Common Area Maintenance (CAM). Lessor shall maintain the common areas in good order, condition, and repair. Beginning on the commencement date, Lessee shall reimburse the Lessor for Lessee's proportionate share n/a of the following direct costs paid by Lessor in connection with the maintenance and repair of the common areas: maintenance of existing landscaping including mowing, utility charges for lighting of the parking, service and access areas, sweeping, snow removal and re-stripping of the parking, service and access areas; and repairs of the parking area lights and light standards.

7. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the exterior building walls, foundation, and roof. Tenant shall regularly maintain in first-class condition the interior of the Premises, the plumbing, electrical, heating, and air conditioning systems [with quarterly service], all Tenant signage, and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises. Tenant shall maintain loading area.

8. Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

9. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord and in compliance with all Federal, State, and County laws and ordinances.

10. Default. The occurrence of any one or more of the following shall

constitute a default by Tenant under this Lease:

- (a) If Tenant shall fail to pay any payment of Rent when due;
- (b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;
- (c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;
- (d) An Event of Bankruptcy (as defined below); or
- (e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

11. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

12. Insurance. Landlord shall furnish fire and liability insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured there under, and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses actions, damages, liabilities, expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission or Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

13. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

14. Damage. If the Premises or Center is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then landlord shall diligently restore and

repair the Premises and the Center to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Center. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises an/or the Center was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

15. Holding Over. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of this Lease, then Tenant shall become a tenant from month to month, and the rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above, or the monthly rent, if any, set forth in Paragraph 3 for any Extension Term that otherwise would have commenced upon the expiration of the Lease. Unless and until Landlord shall accept any payments of Rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises.

16. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Center, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect sign at his own expense within 60 days of commencement of lease.

17. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

18. Subordination; Attornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recastings, or refinancings thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

19. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages, and compensation.

20. Security Deposit. Simultaneously with the execution of this Lease, Landlord shall transfer the Security Deposit of \$ 550.00 from 1960 Virginia Avenue. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such

portion thereof as Landlords shall have appropriated to satisfy and default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply, or retain all or any portion of the security deposit for the payment of Rent, any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

21. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgement against Landlord, the sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgement.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(f) Brokers. Landlord and Tenant each warrants that in connection with this Lease it has not employed or dealt with any broker, agent, or finder other than N/A. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any other broker, agent, or finder employed by Tenant or with whom Tenant has dealt.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at [REDACTED] Martinsville, VA 24112 or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secure by the Center requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modification are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD:

T R Properties, Inc.

BY: [REDACTED]

[REDACTED]
Witness

3-1-22
Date

TENANT:

[REDACTED]
Address

[REDACTED]
Social Security

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of
by and between T R Properties, Inc. ("Landlord") and [REDACTED]

1. PREMISES. Landlord hereby leases to Tenant 1864 Virginia Avenue
(the "Premises") in Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease "the Initial Term") shall be a period of 12 months commencing on November 1st, 2017, (the "Lease Commencement Date") and terminating on October 31st, 2018 or on such date as this Lease is sooner terminated. Tenant may extend the Initial Term for 1 extension term(s) of to be negotiated months ("Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of \$ 12,000.00. Monthly installments of Rent equal to \$ 1000.00 shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ AS NEGOTIATED with monthly installments of AS NEGOTIATED. All payments of Rent shall be made without deduction, setoff, or demands, by Tenant's check made payable to T R Properties Inc., P.O. Box 3565, Martinsville, VA. 24115. If Tenant fails to make any installment of rent on or before the fifth (5th) day after installment is due, then Tenant shall pay Landlord, in addition to such installment, a late charge of ten percent (10%) of the amount of such payment.

4. Returned Checks. All returned checks will be charged a \$45.00 charge for each return, plus a \$5.50 handling fee. This charge is in addition to any bank or late fees. Lessor shall have the option to request payment by cash, cashiers or certified check.

5. Use of Premises. Tenant shall use and occupy the Premises for the permitted use as a [REDACTED] and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

6. Utilities. Tenant shall arrange for and pay for all utilities to include electric, gas, and trash. The water and sewer will be paid to TR Properties, Inc. at the monthly rate of \$90.00.

6A. Maintenance. Tenant shall regularly maintain in first-class condition the interior and exterior of the Premises, to include the roof, the plumbing, electrical, heating, and air conditioning systems, all Tenant signage according to Henry County code and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises.

7. Landlord Common Area Maintenance shall maintain the common areas in good order, condition, and repair. The common areas shall mean the paved (or concrete) driveways, parking areas, service areas, and exterior sidewalks. Tenant shall reimburse Landlord for common area maintenance in the amount of \$35.00 per month.

8. Alterations. Tenant shall accept the Premises in their "as is"

condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

9. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord.

10. Default. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

- (a) If Tenant shall fail to pay any payment of Rent when due;
- (b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;
- (c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;
- (d) An Event of Bankruptcy (as defined below); or
- (e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

11. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

12. Insurance. Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured there under, and shall deliver to Landlord on annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission or Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's

obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

13. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

14. Damage. If the Premises or Centre is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then landlord shall diligently restore and repair the Premises and the Centre to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Centre. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises an/or the Centre was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

15. Renewal and Holding Over. Unless another lease is signed by the parties or unless written notice of intent to renew or termination is given by either party sixty (60) days prior to the expiration date hereof, this lease shall be automatically renewed as it is written except the dates for the new period of time will be advanced. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination after notification to Landlord of intention not to renew this Lease, then Tenant rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above until vacated. Landlord shall continue to be entitled to retake or recover possession of the Premises.

16. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Centre, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect overhead facial sign at his own expense within 60 days of commencement of lease.

17. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

18. Subordination; Attornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recastings, or refinancings thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

19. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$ 1000.00. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlords shall have appropriated to satisfy and default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply, or retail all or any portion of the security deposit for the payment of Rent, any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

20. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages, and compensation.

21. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgment against Landlord, the sole recourse for satisfaction of such judgment shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgment.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request.

Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at [REDACTED] Ridgeway, VA 24148

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secure by the Centre requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modification are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD:

T R Properties, Inc.

T. G. Balabanis, President

TENANT:

Address

Date

Social Security #

Phone Number

Witness

5/19/2020.

mail.com - RE: DR#95073 - 1866 Virginia Ave - Lease Renewal



RE: [REDACTED] - 1866 Virginia Ave - Lease Renewal

From: [REDACTED]
To: "Ted Balabanis" <trproperties@mail.com>
Date: May 18, 2020 4:30:09 PM

Good afternoon Chris,

I wanted to follow up with you to see if you've had a chance to review the lease proposal I sent last week.

Please let me know if you have questions and I look forward to hearing from you.

Have wonderful evening!

[REDACTED]
On behalf of [REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Monday, May 11, 2020 1:50 PM
To: Ted Balabanis <trproperties@mail.com>
Subject: RE: [REDACTED] - 1866 Virginia Ave - Lease Renewal

Good afternoon Chris,

I hope you enjoyed a wonderful and relaxing weekend!

I've attached a proposal for your review. Please either markup changes to the Word doc or send them to me in an email and we'll go from there.

I look forward to hearing back from you.

[REDACTED]
On behalf of [REDACTED]

[REDACTED]

From: Ted Balabanis <trproperties@mail.com>
Sent: Wednesday, May 6, 2020 3:23 PM
To: [REDACTED]
Subject: Re: [REDACTED] - 1866 Virginia Ave - Lease Renewal

Good afternoon,

I am sorry I did not respond. Ted gets the messages before I get in. I was unaware of your message.

Lease Amendment One

This Agreement, made on May 1, 2015 by and between TR PROPERTES INC, PO BOX 3565, MARTINSVILLE, VA 24115 (referred to herein as "Lessor"), and [REDACTED] (referred to herein as "Lessee"),

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated July 29, 2010 (hereinafter referred to as the "Lease"), for certain real property containing approximately 834 square feet located at 1866 VIRGINIA AVE, MARTINSVILLE, VA 24112 (hereinafter referred to as the "Premises"),

WHEREAS, Lessor and Lessee desire to amend the Lease;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

That the Lease is amended effective on November 1, 2015:

1. Term

The term of the Lease shall be extended for an additional period of Five (5) year(s) commencing on November 1, 2015 and expiring on October 31, 2020.

2. Base Rent

Base rent is to be paid at a monthly schedule of:

11/01/2015 - 10/31/2016	Seven Hundred Fourteen and No/100 Dollars (\$714.00)
11/01/2016 - 10/31/2017	Seven Hundred Twenty Eight and 28/100 Dollars (\$728.28)
11/01/2017 - 10/31/2018	Seven Hundred Forty Two and 85/100 Dollars (\$742.85)
11/01/2018 - 10/31/2019	Seven Hundred Fifty Seven and 70/100 Dollars (\$757.70)
11/01/2019 - 10/31/2020	Seven Hundred Seventy Two and 86/100 Dollars (\$772.86)

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, Lessor and Lessee have caused this agreement to be executed as of the day and year first written above.

Lessor:
TR PROPERTES INC

Lessee:

By: [REDACTED]

By: [REDACTED]

Printed Name:

(Authorized Signature)

T. G. BALABANIS

By: [REDACTED]

(Authorized Signature)

Printed Name:

Its:

PRESIDENT

Date:

05/05/15

Its: Senior Transaction Coordinator

SSN or Fed ID #:

Date: May 1, 2015

CHRISTINE M. HARVEY
NOTARY PUBLIC
REGISTRATION [REDACTED]
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2019

THIRD ADDENDUM TO LEASE AGREEMENT

THIS THIRD ADDENDUM is attached to and made a part of that certain Lease Agreement dated as of the 23rd day of April, 2001 (the "Lease") by and between T.R. Properties, Inc. (Landlord") and [REDACTED] ("Tenant").

RECITALS

- A. Tenant has leased from Landlord approximately 817 square feet of space (the "Leased Premises"), located in the Holiday Shopping Center, Martinsville, Virginia, pursuant to a certain Lease Agreement dated, April 23, 2001 (the "Lease").
- B. Landlord and Tenant now wish to amend the Lease to provide for the extension of the term of the Lease under the terms set forth below.

Landlord and Tenant desire to supplement the terms and conditions of the Lease and the Exhibits thereto. To the extent any provision in this Addendum is inconsistent or in conflict with any of the terms or conditions set forth in the Lease or the Exhibits thereto, this Addendum shall govern and control and the Lease and the Exhibits thereto shall be deemed to be modified accordingly.

The following changes/additions should be considered a part of the original lease agreement:

1. The foregoing Recitals are hereby restated and made a material part of this Amendment.
2. The term of the Lease is hereby extended for 3 years beginning July 1, 2009 and ending at 11:59 p.m. June 31, 2012 (the "Extension Term"). All references in the Lease to the "Term" of the Lease shall hereafter include the Extension Term.
3. All of the terms and conditions set forth in the Lease shall continue throughout the Extension Term, except that Rent shall be \$ 900.00 + water sewer per month (\$ 10,800.00 per year) and any PSA charges for water and sewer will be added to base rent.
4. Capitalized terms used but not defined in this Amendment shall have the same meanings ascribed to them in the Lease.
5. Except as expressly modified by this Amendment, the Lease shall continue in full force and effect in accordance with its original terms.

LANDLORD:
T.R. Properties, Inc.

T. G. Balabanis, President

TENANT:
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of 17th March, 2021 between T R Properties, Inc. ("Landlord") and [REDACTED] (Tenant).

1. PREMISES. Landlord hereby leases to Tenant 1874 Virginia Ave. (Bay), Henry County, Va. (the "Premises") Post office Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease ("the Initial Term") shall be a period of 12 months commencing on May 1, 2021, (the "Lease Commencement Date") and terminating on April 30, 2022 or on such date as this Lease is sooner terminated. Tenant may extend the Initial Term for 1 extension term(s) of 12 months (each) (each an "Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of see addendum ("Rent"). Monthly installments of Rent equal to see addendum shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to n/a with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's check made payable to T R Properties Inc., P.O. Box 3565, Martinsville, VA. 24115. A late charge of ten percent (10%) is charged and accrued if rent is not paid within five (5) days of the due date.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use of [REDACTED] (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. All utilities shall be paid by the tenant except water and sewer which will be paid to Landlord at **\$90.00 per month. **Or current Henry County Public Service Authority charges.

6. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the roof. Tenant shall regularly maintain in first-class condition the interior of the Premises, the plumbing, electrical, heating, and air conditioning systems, all Tenant signage, and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises. Tenant shall maintain loading dock.

6A. Common Area Maintenance (CAM). Lessor shall maintain the common areas in good order, condition, and repair. Beginning on the commencement date, Lessee shall reimburse the Lessor for Lessee's proportionate share \$35.00 of the following direct costs paid by Lessor in connection with the maintenance and repair of the common areas.

7. Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

8. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord.

9. Default. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

- (a) If Tenant shall fail to pay any payment of Rent when due;
- (b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;
- (c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;
- (d) An Event of Bankruptcy (as defined below); or
- (e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

10. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

11. Insurance. Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured thereunder, and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission or Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

12. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

13. Damage. If the Premises or Center is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then landlord shall diligently restore and repair the Premises and the Center to substantially the same condition they

Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply, or retail all or any portion of the security deposit for the payment of Rent, any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

20. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgement against Landlord, the sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgement.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at [REDACTED] Martinsville, VA 24112 or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secure by the Center requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modification are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD:

T R Properties, Inc.

BY:  (SEAL)

T. G. Balaband, President

TENANTS:

 (SEAL)

 (SEAL)

FOURTH ADDENDUM TO LEASE AGREEMENT

THIS FOURTH ADDENDUM is attached to and made a part of that certain Lease Agreement dated as of the 11th day of March, 2003 (the "Lease") by and between TR Properties, Inc. ("Landlord") and [REDACTED] ("Tenant").

RECITALS

- A. Tenant has leased from Landlord 1874B Rooms 1 & 2 (the "Leased Premises"), located in Holiday Shopping Center, Collinsville, Virginia, pursuant to a certain Lease Agreement dated March 11, 2003 (the "Lease").
- B. Landlord and Tenant now wish to amend the Lease to provide for the extension of the term of the Lease under the terms set forth below.

AGREEMENTS

Landlord and Tenant desire to supplement the terms and conditions of the Lease and the Exhibits thereto. To the extent any provision in this Addendum is inconsistent or in conflict with any of the terms or conditions set forth in the Lease or the Exhibits thereto, this Addendum shall govern and control and the Lease and the Exhibits thereto shall be deemed to be modified accordingly.

The following changes/additions should be considered a part of the original lease agreement:

- 1. The foregoing Recitals are hereby restated and made a material part of this Amendment.
- 2. The term of the Lease is hereby extended for 2 years beginning April 1, 2011 and ending at 11:59 PM on March 31, 2013 (the "Extension Term"). All references in the Lease to the "Term" of the Lease shall hereafter include the Extension Term.
- 3. All of the terms and conditions set forth in the Lease shall continue throughout the Extension Term, except that Rent shall be \$165.00 per month (\$1,980.00 per year) + utilities to be determined as 25% of total utility bills (AEP & PSA) for entire space (H-2) per month.
- 4. Capitalized terms used but not defined in the Amendment shall have the same meanings ascribed to them in the Lease.
- 5. Except as expressly modified by this Amendment, the Lease shall continue in full force and effect in accordance with its original terms.

LANDLORD:

TR Properties, Inc.

By: T.G. Balabaris

Childress & Associates, Inc.

By: [REDACTED]

TENANT:

By: [REDACTED]



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EIGHTH ADDENDUM TO LEASE AGREEMENT

THIS EIGHTH ADDENDUM is attached to and made a part of that certain Lease Agreement dated as of the 17th day of May 2005, (the "Lease") by and between T.R. Properties, Inc. ("Landlord") and [REDACTED] ("Tenant").

RECITALS

- A. Tenant has leased from Landlord Tract A-1 of the T.R. Properties Subdivision as shown on original lease by attached map, Virginia Avenue, Inc. 230 Business, Henry County, Virginia (the "Leased Premises"), located in the vicinity of Highway 286, California, Virginia, pursuant to a certain Lease Agreement dated May 17, 2005 (the "Lease").
- B. Landlord and Tenant now wish to amend the Lease to provide for the extension of the term of the Lease under the terms set forth below.

AGREEMENT

Landlord and Tenant desire to supplement the terms and conditions of the Lease and Exhibits thereto. To the extent any provisions in this Addendum is inconsistent or in conflict with any terms or conditions set forth in the Lease or the Exhibits thereto, this Addendum shall govern and control, and the Lease and Exhibits therein shall be deemed to be modified accordingly.

The following changes and amendments shall be considered a part of the original Lease Agreement:

1. The foregoing Recitals are hereby restated and made a material part of this Amendment.
2. The term of the Lease is hereby extended for 2 years beginning August 1, 2021 and ending at 11:59pm July 31, 2023 (the "Extension Term"). All references in the Lease to the "Term" of the Lease shall hereafter include the Extension Term.
3. All the terms and conditions set forth in the Lease shall continue throughout the Extension Term. Rent shall be \$400 per month for both years.
4. At the end of this Term, Tenant is hereby granted three (3) additional options to extend the Term of this Lease for two (2) years each. The price for these additional options will be agreed upon between the Parties hereto at each renewal, and in any event, the price shall not exceed 5% of the then-current rent.
5. Capitalized terms used but not defined in this Amendment shall have the same meanings ascribed to them in the Lease.
6. Except as expressly modified by this Amendment, the Lease shall continue in full force and effect in accordance with its original terms.

LANDLORD:

T.R. Properties, Inc.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Amendment") is made and entered into by and between TR Properties ("Landlord") and [REDACTED] ("Tenant") and is effective on the date (the "Effective Date") executed by the last of Landlord and Tenant.

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain lease agreement dated October 12, 2017, and as amended by First Amendment to Lease dated February 23, 2018 (collectively, the "Lease"), pursuant to which Tenant is in possession of certain demised premises consisting of approximately 625 square feet as more particularly described in the Lease (the "Premises"), which is located at 1888 Virginia Avenue, Martinsville, VA (Store #11845); and

WHEREAS, Landlord and Tenant desire to amend the Lease as set forth herein below.

NOW, THEREFORE, in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Gross Rent for the current term May 1, 2020 to April 30, 2022 for the Premises shall be revised as follows:

5/1/20-8/31/20 \$467.56 ("Relief Period")
9/1/20-4/30/21 \$935.11
5/1/21-4/30/22 \$953.81

2. The current Term of the Lease is hereby extended for a period of twelve (12) months, commencing on May 1, 2022, and expiring on April 30, 2023. The Gross Rent for the Premises shall be as follows:

5/1/22-4/30/23 \$972.89

2. Except as herein provided, all of the terms, covenants, conditions and stipulations contained in the Lease, as amended, shall continue with like force and effect and to all legal intents and purposes and Landlord and Tenant shall be bound by the Lease. All words commencing with initial capital letters in this Amendment and not defined in this Amendment, but defined in the Lease, shall have the same meaning in this Amendment as in the Lease.
3. This Second Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. A facsimile or electronic copy of this Second Amendment and any signature thereon shall be considered for purposes originals.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date.

WITNESSES:

TR Properties

By:

Name: F. C. BALAGANIS

Title: PRESIDENT

Date: 04/17/2020

"Landlord"

[REDACTED]
a Delaware corporation

By:

Name: [REDACTED]

Title: Vice President

Date: 4/16/2020

"Tenant"

Lease Amendment 2

This Agreement, made on May 11, 2020 by and between TR PROPERTIES INC, PO BOX 3565, MARTINSVILLE, VA 24115 (referred to herein as "Lessor"), and [REDACTED] ST LOUIS, MO 63131 (referred to herein as "Lessee"),

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated April 27, 2020 amended by Lease Amendment 1 dated May 1, 2015 (collectively hereinafter referred to as the "Lease"), for certain real property containing approximately 834 square feet located at 1866 VIRGINIA AVE, MARTINSVILLE, VA 24112 (hereinafter referred to as the "Premises"),

WHEREAS, Lessor and Lessee desire to amend the Lease;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

That the Lease is amended effective upon full execution of Lease Amendment 2 dated May 11, 2020:

1. **Renewal Term**

The term of the Lease shall be extended for an additional period of Five (5) year(s) commencing on November 1, 2020 and expiring on October 31, 2025.

2. **Base Rent**

Base rent is to be paid at a monthly schedule of:

11/01/2020 – 10/31/2025 Seven Hundred Seventy Five and No/100 Dollars (\$775.00)

3. **Free Rent**

Rent, for the period of November 1, 2020 to November 30, 2020 will be abated as a free rent period for Lessee.

4. **Signage**

Lessee shall have the exclusive right to erect and maintain in, or about the exterior and interior of the Premises, at its own expense, all signs (electrical or otherwise) necessary or appropriate to the conduct of the business of Lessee. Lessor hereby approves of Lessee installing its standard signage as per proposal to be sent under separate cover. Upon full execution of this Lease, Lessee shall be allowed to install a temporary banner at the Premises until such time that Lessee's permanent sign is installed. Lessee's signage shall conform to all applicable local, city and county requirements.

Notwithstanding anything contained to the contrary herein, Lessor shall, at its sole cost and expense, remove any and all existing previous Lessee signage. Lessor shall make any and all necessary repairs caused by said sign removal. This includes, but is not limited to ant patch, repair, and paint to the Building, Fascia, or Multi-Tenant Signage. All sign removal and repair shall be completed prior to the Lease Commencement Date.

Any signs erected or placed in or on the Premises by Lessee may be removed by Lessee at any time during the term or on the expiration or sooner termination of this Lease. Any damage caused by the erection, maintenance or removal of any and all such signs shall be fully repaired at the expense of the Lessee.

Lessor shall also allow Lessee to place regulatory agency mandated signage (stickers) on or near the front entrance of the Premises. Further, if applicable, Lessor transfers to Lessee, Lessor's statutory authority as the

THIS LEASE AGREEMENT (this "Lease") is made as of June 1, 2018 between T R Properties, Inc. ("Landlord") and [REDACTED] (Tenant).

1. Premises Landlord hereby leases to Tenant 892 Virginia Ave., Henry County, Va. 24112 (the "Premises") Post office Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease ("the Initial Term") shall be a period of 60 months commencing on June 1st, 2018, (the "Lease Commencement Date") and terminating on May 31st, 2023 or on such date as this Lease is sooner terminated. Tenant may extend the Initial Term for 1 extension term(s) of 12 months (each) (each an "Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of \$9000.00 ("Rent"). Monthly installments of Rent equal to \$750.00 shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent will increase 3% annually. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to n/a with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's checks made payable to T R Properties P.O. Box 3565, Martinsville, VA 24115. A late charge of ten percent (10%) is charged and accrued if rent is not paid within five (5) days of the due date and received by Lessor.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use of [REDACTED] (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. All utilities shall be paid by the tenant.

6. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the roof. Tenant shall regularly maintain in first-class condition the interior of the Premises, to include all ceilings, walls, and floors, the plumbing, electrical, heating, and air conditioning systems, all Tenant signage, and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises. All renovations may be made by the Lessee must be in compliance with all federal, state and county regulations and codes.

7. Common Area Maintenance shall maintain the common areas in good order, condition, and repair. The common areas shall mean the paved (or concrete) driveways, parking areas, service areas, and exterior sidewalks. Tenant shall reimburse Landlord for common area maintenance in the amount of \$35.00 per month.

(a) Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

8. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord.

9. Default. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

- (a) If Tenant shall fail to pay any payment of Rent when due;
- (b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;
- (c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;
- (d) An Event of Bankruptcy (as defined below); or
- (e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

10. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

11. Insurance. Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured thereunder and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission of Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

12. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for

interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

13. Damage. If the Premises or Center is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then landlord shall diligently restore and repair the Premises and the Center to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Center. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises an/or the Center was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

14. Holding Over. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of this Lease, then Tenant shall become a tenant from month to month, and the rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above, or the monthly rent, if any, set forth in Paragraph 3 for any Extension Term that otherwise would have commenced upon the expiration of the Lease. Unless and until Landlord shall accept any payments of Rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises.

15. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Center, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect sign at his own expense within 60 days of commencement of lease.

16. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

17. Subordination; Attornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recasting, or refinancing thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

18. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public

or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages, and compensation.

19. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$ 750.00. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlords shall have appropriated to satisfy and default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply, or retail all or any portion of the security deposit for the payment of Rent, any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

20. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgement against Landlord, the sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgement.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(f) Brokers. Landlord and Tenant each warrant that in connection with this Lease it has not employed or dealt with any broker, agent, or finder other than n/a. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any other broker, agent, or finder employed by Tenant or with whom Tenant has dealt.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at [REDACTED] 24137 or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secure by the Center requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modification are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LESSOR:

T R Properties, Inc.

BY: [REDACTED]

Witness [REDACTED]

LESSEE:

[REDACTED]
Name

[REDACTED]
Address

6-21-18
Date

[REDACTED]
Social Security #

Name

Address

Social Security #

Name

Address

Social Security #

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of May 1st, 2020 by and between T R Properties, Inc. ("Landlord") and [REDACTED] (Tenant).

1. PREMISES. Landlord hereby leases to Tenant 1900 Virginia Avenue (the "Premises") In Holiday Shopping Center in Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease "the Initial Term") shall be a period of 60 months commencing on May 1st, 2020, (the "Lease Commencement Date") and terminating on April 30th, 2025 or on such date as this Lease is sooner terminated. Tenant may extend the Initial Term for 1 extension term(s) of to be negotiated months ("Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of see Exhibit A. Monthly installments of Rent equal to see Exhibit A shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ AS NEGOTIATED with monthly installments of AS NEGOTIATED. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's check made payable to T R Properties Inc., P.O. Box 3565, Martinsville, VA. 24115. If Tenant fails to make any payment of Rent on or before the fifth (5th) day after such payment is due, then Tenant shall pay Landlord, in addition to such payment, a late charge of five percent (5%) of the amount of such payment.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use as a [REDACTED] and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities and Trash Collection. Tenant shall arrange for and pay for its own utilities (i.e. electricity, water and sewer) and trash collection.

6. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the exterior building walls, foundation, and roof. Tenant shall regularly maintain in first-class condition the interior of the Premises, the plumbing, electrical, heating, and air conditioning systems, all Tenant signage, and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises.

7. Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

8. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord.

9. Default. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

(a) If Tenant shall fail to pay any payment of Rent when due;

(b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;

(c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;

(d) An Event of Bankruptcy (as defined below); or

(e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

10. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

11. Insurance. Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured thereunder, and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission of Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

12. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

13. Damage. If the Premises or Centre is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then landlord shall diligently restore and repair the Premises and the Centre to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then Rent payable shall be apportioned and paid to the date of termination. If this

Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Centre. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises an/or the Centre was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

14. Renewal and Holding Over. Unless another lease is signed by the parties or unless written notice of intent to renew or termination is given by either party sixty (60) days prior to the expiration date hereof, this lease shall be automatically renewed as it is written except the dates for the new period of time will be advanced. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination after notification to Landlord of intention not to renew this Lease, then Tenant rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above until vacated. Landlord shall continue to be entitled to retake or recover possession of the Premises.

15. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Centre, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect overhead facial sign at his own expense within 60 days of commencement of lease.

16. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

17. Subordination; Attornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recastings, or refinancings thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

18. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages, and compensation.

19. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$ 950.00. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlords shall have appropriated to satisfy and default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply, or retail all or any portion of the security deposit for the payment of Rent, or any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within

three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

20. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgment against Landlord, the sole recourse for satisfaction of such judgment shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgment.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(g) Brokers. Landlord and Tenant each warrants that in connection with this Lease it has not employed or dealt with any broker, agent, or finder other than n/a. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any other broker, agent, or finder employed by Tenant or with whom Tenant has dealt.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at [REDACTED] or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secure by the Centre requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modification are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD: T R Properties, Inc. [REDACTED]

TENANT: [REDACTED]

Witness

Date May 22, 2020

Social Security #

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of December 1st, 2017 between T R Properties, Inc. ("Landlord") and [REDACTED] (Tenant).

1. PREMISES. Landlord hereby leases to Tenant 1986 Virginia Ave., Henry County, Va. (the "Premises") Post office Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease ("the Initial Term") shall be for a period of 60 months commencing on December 1st, 2017 (the "Lease Commencement Date") and terminating on November 30th, 2022 or on such date as this Lease is sooner terminated. Tenant may extend the Initial Term for 1 extension term(s) of n/a months (each) (each an "Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of \$ 10,800.00 ("Rent"). Monthly installments of Rent equal to \$900.00 shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to n/a with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's checks made payable to T R Properties P.O. Box 3565, Martinsville, VA 24115. A late charge of ten percent (10%) is charged and accrued if rent is not paid within five (5) days of the due date and received by Lessor.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use of [REDACTED] (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. Tenant shall arrange for and pay for all utilities.

6. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the exterior building walls, foundation, and roof. Tenant shall regularly maintain in first-class condition the interior of the Premises, to include all ceilings, walls, and floors, the plumbing, electrical, heating, and air conditioning systems, all Tenant signage, and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises.

7. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord.

8. Default. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

- (a) If Tenant shall fail to pay any payment of Rent when due;
- (b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;
- (c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;
- (d) An Event of Bankruptcy (as defined below); or
- (e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

9. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

10. Insurance. Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured thereunder, and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission of Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

11. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

12. Damage. If the Premises or Center is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then Landlord shall diligently restore and repair the Premises and the Center to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent

only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Center. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises and/or the Center was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

13. Holding Over. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of this Lease, then Tenant shall become a tenant from month to month, and the rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above, or the monthly rent, if any, set forth in Paragraph 3 for any Extension Term that otherwise would have commenced upon the expiration of the Lease. Unless and until Landlord shall accept any payments of Rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises.

14. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Center, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect sign at his own expense within 60 days of commencement of lease.

15. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

16. Subordination; Attornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recastings, or refinancings thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

17. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages, and compensation.

18. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$_____. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlords shall have appropriated to satisfy and default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply, or retail all or any portion of the security deposit for the payment of Rent, any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

19. Miscellaneous.

- (a) Binding effect. The covenants, conditions, agreements, terms,

and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgement against Landlord, the sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgement.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(f) Brokers. Landlord and Tenant each warrants that in connection with this Lease it has not employed or dealt with any broker, agent, or finder other than _____ Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any other broker, agent, or finder employed by Tenant or with whom Tenant has dealt.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at _____ or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secure by the Center requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modification are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD:

TENANT:

T R Properties, Inc.

BY:

(SEAL)

(SEAL)

T. G. Balabanis President

(SEAL)

Witness

10/30/17

ADDENDUM TO LEASE AGREEMENT
Exhibit A

THIS FIRST ADDENDUM is attached to and made a part of that certain Lease Agreement dated as of the 1st day of December, 2017 (the "Lease") by and between TR Properties, Inc. ("Landlord") and [REDACTED] ("Tenant"). Unless the context otherwise requires, the terms used in this Addendum shall have the same meanings as provided in the Lease.

Landlord and Tenant desire to supplement the terms and conditions of the Lease and the Exhibits thereto. To the extent any provision in this Addendum is inconsistent or in conflict with any of the terms or conditions set forth in the Lease or the Exhibits thereto, this Addendum shall govern and control and the Lease and the Exhibits thereto shall be deemed to be modified accordingly.

The following changes/additions should be considered a part of the original lease agreement:

1. T R Properties, Inc. agrees to have a loading dock and double door installed to the specifications of the Lessee.

LANDLORD:

TR Properties, Inc.

By: [REDACTED]

Date

10/30/17

Witness [REDACTED]

TENANT:

By: [REDACTED]

By: _____